

1894-ade Chancery Causes: William M. Pennington vs. S. C. Hamilton  
Lee Co.

CA-Debt  
T-Property

-Deed



To the Hon. Trig Miller, judge of the Circuit Court for Lee County Virginia:

Humbly complaining, your orator, William M. Pennington, would respectfully represent unto your honor that the Pennington Gap Improvement Co., a corporation organized and existing under the law of the state of Va., was the owner of a certain tract of land, known as lot No. ~~2~~ in block no. 4 of plat no. 1 of the town of Pennington Gap; that heretofore; to wit on the 11th day of Oct., 1891, the said Company sold and delivered the same in the consideration of the sum of \$125.00 to one S.C. Hamilton; that the terms of the said sale was one third of the said sum in hand paid, the remaining two thirds was payable in two equal installments, due in one and two years from the date of the said sale, which said deferred payments drew interest from date, and for which the said Hamilton gave his notes; that the said company made its deed to the said lot in which it reserved its lien for the balance of the purchase price of the said lot, and a copy of the said deed is here filed and prayed to be considered as part of this bill; that the said deferred payments became due, \$41.67, Oct. 11, 1892, and which is paid the remaining portion, \$41.67 became due Oct. 11, 1893, that no part thereof has been paid, and that the same is yet due and payable, that since the sale of the said lot the said Hamilton has been in the possession of the same, and that he has not sold or transferred the same to any other party, that the same is unincumbered by any other liens save the said vendor's lien of the said company

Your orator further alleges and will show unto your honor that on the \_\_\_\_ day of \_\_\_\_ 189\_\_, the said Pennington Gap Improvement Co. assigned the said note of the said Hamilton which was for the said <sup>last</sup> deferred payment to him, which is here filed, and from which it will be seen the amount thereof, the date and the day from which the same draws interest,



The premises considered your orator is advised that the said company has a lien against the said lot of land, and that the same is only enforceable in a court of equity, for the amount of the purchase money yet unpaid; that by reason of the said assignment <sup>note</sup> the said to your orator, he has a right to be subrogated to the rights of his assignor, and have the said lien of the said company enforced in this court.

The prayer therefore of your orator is that your honor take cognizance of your orators cause, that the said S.C.Hamilton be made a party defendant to this bill of complaint, and that he be required to answer the same completely and fully on oath; that a vendor's lien be declared in favor of your orator, that a judgement be given in favor of your orator against the said defendant for the said deferred payment with its interest from the date of the said sale; that as there are no other liens against the said lot of land a commissioner be appointed to sell the said tract of land to pay the said sum of money yet due with its interest and the cost of this suite. And may all other further and general relief be granted your orator that the nature of his cause and equity may require. And your orator will ever pray &c.

Pennington Brothers, p. q.

КЕЛТМЭРӨН БЛОГУЛА 'b' d'

20100000 01 JAN 1964 -- 0000

AND BITE IN QUEENSLAND?

MEMORANDUM FOR THE SECRETARY OF DEFENSE



W.M. Pennington----- -Compt  
v. Bill in Chancery  
Solomon G. Hamilton---Def  
Pennington Brothers, p. q.  
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Pennington Brothers, v. d.

Wm. Roddy, v. and Wm. Orlan, with exec. &c.  
be returned Wm. Orlan, that the nature of his case and edict  
cost of this subject. And with all other L.M. and General letter  
to pay the said and of money for the said interest and  
and a commission be returned to the said Orlan of the

W.M. Pennington  
v. S. Bill in Chancery

S. C. Hamilton

1894

~~and Wm. Orlan, with exec. &c.~~  
~~cost of this subject.~~  
~~And with all other L.M. and General letter~~  
~~to pay the said and of money for the said interest and~~  
~~and a commission be returned to the said Orlan of the~~  
~~1st Jan. 1894~~  
~~last month of the year~~  
~~Dec. 1893~~  
~~cause set for hearing~~  
~~by Plaintiff~~

The premises considered Wm. Orlan, is advised that the said



WITNESSETH, That for and in consideration of the sum of One Hundred  
Twenty Five dollars (\$ 125.00), paid and to be paid as follows, to-wit:

TO HAVE AND TO HOLD said lot or parcel of land, together with all its appurtenances unto the said part 3 of the second part his heirs and assigns in fee simple: PROVIDED, ALWAYS, nevertheless, and UPON CONDITION that said part 3 of the second part his heirs or assigns, or either of them, shall not sell any wine, whisky, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said part 3 of the second part do thereby agree with said party of the first part, that if his heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot or parcel of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said part 3 of the second part or of his creditors.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

*Pennsylvania Gas Light & Coke Co.  
Lucasport  
Nov. 21  
1890*

I, J. S. Galt, J. of the Circuit Court for the county aforesaid and State of Virginia do certify that E. W. Pennington, whose name is signed to the writing above, bearing date on the 11th day of October, 1896, has acknowledged the same before me in my county aforesaid; and I do further certify that said E. W. Pennington has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

In the Clerk's office of the County Court of Lee County the 2<sup>nd</sup> day of July 1891, the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the J. C. day of February, 1891, in Deed Book No. 26, page 294.

Teste: John N. Tubsoe Clerk.



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No. 1.  
*Copy*  
DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO

*Solomon C. Haulland*

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*For far Copy*

*\$ 1.00*



\$41.

Pennington's Gap, Lee Co., Va.,

Oct 11<sup>th</sup>

1891.

*Two years*

after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

*Twenty One & 00/100*

DOLLARS,

negotiable and payable at

*Powell's Valley Bank*

being the

*second*

deferred installment of the purchase price of Lot No.

*21*

in Block No.

*4*

Plat No. *1*

of the town of Pennington's Gap, and I

hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

*J. C. Hamilton*

Due *Oct 11*

1893.

Address,

For Value received of the Dimey Co  
Gob Dimey Co assigns the within  
note to W. M. Dimey Co.

Dimey Co Gob Dimey Co  
By H. J. Morgan Treas

Cred by cash, Sept 17-'94. \$15-00